BLM # PAA 03 7017 USGS-BRD # 03HQAG0018 NPS # H5000 03 5040 ARS # 58-6612-3-235 USDA FS # 03-JV-11330105-098

PIEDMONT – SOUTH ATLANTIC COAST COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

DEPARTMENT OF THE INTERIOR

Bureau of Land Management
U.S. Geological Survey-Biological Resources Division

National Park Service

DEPARTMENT OF AGRICULTURE Agricultural Research Service U.S. Forest Service

and

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC. (HOST)

Auburn University
Clemson University
Florida A&M University
North Carolina State University
University of Central Florida
University of Florida
Audubon of Florida
Audubon of North Carolina
Audubon of South Carolina

ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, National Park Service, Agricultural Research Service, and U.S.D.A. Forest Service (hereinafter called Federal Agencies), and the University of Georgia Research Foundation, Inc. and its partner institutions is to establish and maintain the Piedmont South Atlantic Coast Cooperative Ecosystem Studies Unit (CESU). The Piedmont South Atlantic Coast CESU is associated with a national network of CESUs.
- B. The objectives of the Piedmont South Atlantic Coast Cooperative Ecosystem Studies Unit are to:
 - Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Piedmont South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Piedmont South Atlantic Coast CESU to assist in providing research, technical assistance and education.

- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Piedmont South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- F. The Agricultural Research Service (hereinafter called ARS) mission is to conduct research to develop and transfer solutions to agricultural problems of high national priority and provide information access and dissemination to: ensure high-quality, safe food and other agricultural products; assess the nutritional needs of Americans; sustain a competitive agricultural economy; enhance the natural resource base and the environment; and provide economic opportunities for rural citizens, communities, and society as a whole. In accordance with 7 U.S.C. 3318 the ARS is authorized to enter into a cooperative agreement to establish the Piedmont South Atlantic CESU to assist in providing research, technical assistance and education.
- G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to establish the Piedmont South Atlantic Coast CESU to assist in providing research, technical assistance, and education.
- H. The University of Georgia Research Foundation, Inc. (hereinafter called Host University) is the state's oldest, most comprehensive, and most diversified institution of higher education. Its motto, "to teach, to serve, and to inquire into the nature of things," reflects the University's integral and unique role in the conservation and enhancement of the state's and nation's intellectual, cultural and environmental heritage. As a comprehensive land-grant and sea-grant institution, the University of Georgia offers baccalaureate, master's, and doctoral and professional degrees. The University has a responsibility and commitment to excellence in teaching and learning, research and scholarship, and public service and economic development.
- I. The partner institutions to the Host University include Auburn University, Clemson University, Florida A&M University, North Carolina State University, University of Central Florida, University of Florida, Audubon of Florida, Audubon of North Carolina, and Audubon of South Carolina.

ARTICLE II - STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;

- Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Piedmont – South Atlantic Coast CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
- 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
- 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
- 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
- 6. Make available managers to serve on the Piedmont South Atlantic Coast CESU Manager's Committee;
- 7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
- 8. Ensure its employees follow the Code of Ethics for Government Employees;
- 9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, and as specifically determined in modifications to the agreement; and
- 10.Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

- 1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Piedmont South Atlantic Coast CESU;
- 2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Piedmont South Atlantic Coast CESU objectives;
- 3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Piedmont South Atlantic Coast CESU objectives, as appropriate;
- 4. Provide basic administrative and clerical support as appropriate;
- 5. Provide access for Federal Piedmont South Atlantic Coast CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
- 6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;

- 7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
- 8. Encourage its students to participate in the activities of the Piedmont South Atlantic Coast CESU:
- 9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
- 10. Establish a Piedmont South Atlantic Coast CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Piedmont South Atlantic Coast CESU.

C. Each Partner Institution agrees to:

- Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Piedmont – South Atlantic Coast CESU objectives and allow and encourage faculty to participate in the program as appropriate;
- 2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
- 3. Encourage students and employees to participate in the activities of the Piedmont South Atlantic Coast CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

- 1. Establish and maintain the Piedmont South Atlantic Coast CESU closely following the CESU Introduction (June 2001), adapting key elements to local and regional needs, as appropriate;
- 2. Develop and adopt a Piedmont South Atlantic Coast CESU role and mission statement:
- 3. Develop a multi-year strategic plan;
- 4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project:
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific deliverables;
- 5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
- 6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE III - TERM OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.
- C. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Piedmont South Atlantic Coast CESU.
- D. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement, except in cases described in Article III. D. 1.
 - 1. For amendments whose sole purpose is to add one or more Partner Institutions and/or Federal Agencies to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. Each Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.
- E. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- F. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

ARTICLE IV - KEY OFFICIALS

A. The technical representatives for the Federal Agencies are as follows:

 Bureau of Land Management Geoff Walsh
 BLM Eastern States Office 7450 Boston Boulevard Springfield, VA 22153 Phone: 703-440-1668 Fax: 703-440-1551 gwalsh@es.blm.gov

2. <u>U.S. Geological Survey-Biological Resources Division</u>

Parley Winger USGS PWRC

Warnell School of Forest Resources

Athens, GA 30602 Phone: 706-546-2146 Fax: 706-546-2109

parley_winger@usgs.gov

Edward Oaksford

USGS

2010 Levy Avenue

Tallahassee, FL 32310

Phone: 850-942-9500 x 3017

Fax: 850-942-9521 oaksford@usgs.gov

3. National Park Service

John Yancy

Associate Regional Director

Natural Resource Stewardship and Science

National Park Service

Southeast Region

1924 Building, 100 Alabama Street, S.W.

Atlanta, GA 30303 Phone: 404-562-3279 Fax: 404-562-3263 John_Yancy@nps.gov

4. Agricultural Research Service

Dr. D. Wayne Reeves

USDA-ARS

J. Phil Campbell, Sr. Natural Resource Conservation Center

1420 Experiment Station Road

Watkinsville, GA 30622

Phone: 706-769-5631 ext. 203

Fax: 706-769-8962

dwreeves@arches.uga.edu

5. USDA Forest Service

Bruce Jewell

U.S. Forest Service Southern Research Station

200 Weaver Boulevard Asheville, NC 28804 Phone: 828-257-4302 Fax: 828-257-4313

bjewell@fs.fed.us

B. The technical representative for the Host University is:

Dr. James Sweeney

Interim Dean

Warnell School of Forest Resources

The University of Georgia Athens, GA 30602-2152 Phone: 706-542-4741 Fax: 706-542-3342

Email: jsweeney@forestry.uga.edu

C. The technical representatives for the Partner Institutions are:

1. Auburn University

Dr. Upton Hatch

Environmental Institute

101 Comer Hall

Auburn University

Auburn University, AL 36849-5431

Phone: 334-844-4132 Fax: 334-844-4462 hatchlu@auburn.edu

2. <u>Clemson University</u>

Dr. John R Sweeney

Chair and Professor of Wildlife Management

Department of Aquaculture, Fisheries and Wildlife

Clemson University

Clemson, SC 29634-0362

Phone: 864-656-5333 Fax: 864-656-5332 jrswny@clemson.edu

3. Florida Agriculture and Mechanical University

Dr. Dreamal Worthen

Assistant Professor

College of Engineering, Sciences, Technology, and Agriculture

Center for Water Excellence Florida A&M University Tallahassee. FL 32307

Phone: 850-599-3440 Fax: 850-561-2221

dworthen116@hotmail.com

Phyllis Gray-Ray, Ph.D. Vice President for Research Division of Sponsored Research 400 Foote-Hilyer Administration Center Florida A&M University Tallahassee, FL 32307

Phone: 850-599-3531 Fax: 850-599-3952

4. North Carolina State University

Dr. Edwin Jones Assistant Director North Carolina Cooperative Extension Service

Box 7602 North Carolina State University

Raleigh, NC 27695-7602 Phone: 919-515-5018 Fax: 919-515-5950 edwin jones@ncsu.edu

5. University of Central Florida

Dr. Graham A.J. Worthy

Provost's Distinguished Research Professor of Biology and Hubbs-Sea World Professor or Marine Mammology, and Director, Physiological Ecology and Bioenergetics Lab Department of Biology University of Central Florida

University of Central Florida 4000 Central Florida Boulevard Orlando, FL 32816-2368

Phone: 407-823-4701

407-823-5769

gworthy@mail.ucf.edu

6. <u>University of Florida</u>

Nancy Peterson Coordinator Center for Natural Resources University of Florida P.O. Box 110230 Gainesville, FL 32611-0230

Phone: 352-392-7622 Fax: 352-846-2856

njp@ufl.edu

7. Audubon of Florida

Dr. Mark L. Kraus
Deputy Director
444 Brickell Avenue, Suite 850

Miami, FL 33131 Phone: 305-371-6399 Fax: 305-371-6398 Mkraus@Audubon.org

8. Audubon of North Carolina

Dr. Mark L. Kraus Deputy Director 444 Brickell Avenue, Suite 850

Miami, FL 33131 Phone: 305-371-6399 Fax: 305-371-6398 Mkraus@Audubon.org

9. Audubon of South Carolina

Dr. Mark L. Kraus Deputy Director 444 Brickell Avenue, Suite 850

Miami, FL 33131 Phone: 305-371-6399 Fax: 305-371-6398 Mkraus@Audubon.org

ARTICLE V - AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey-Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

Agricultural Research Service

\$10,000 is awarded to the Host University to carry out this agreement.

USDA Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI - PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE VII - REPORTS AND/OR DELIVERABLES

A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.

- B. As appropriate, the Host University will convene periodic meetings of Piedmont South Atlantic Coast CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement for the Piedmont South Atlantic Coast CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the Piedmont South Atlantic Coast CESU and will:
 - 1. Describe the Piedmont South Atlantic Coast CESU's ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff and students involved in the Piedmont South Atlantic Coast CESU during the year.

The first annual work plan (for FY2004) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.

E. A multi-year strategic plan will be developed to generally guide the Piedmont – South Atlantic Coast CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE IX - TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X - REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

 NON-DISCRIMINATION: All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

- CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
- 3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.
- 5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels. requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through subcontract by non-governmental entities or persons, the governmental party subcontracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.

- 2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
- 3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI - DOCUMENTS INCORPORATED BY REFERENCE

- A. The following are to be incorporated into this agreement:
 - 1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF424)
 - 2. Piedmont South Atlantic Coast CESU Proposal and addenda
 - 3. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII - ATTACHMENTS

- A. The following are attached:
 - 1. ATTACHMENT 1 Financial Status Report, SF 269A
 - 2. ATTACHMENT 2 Request for Advance or Reimbursement, SF 270
 - 3. ATTACHMENT 3 Federal Cash Transactions Report, SF272
 - 4. ATTACHMENT 4 ACH Payment, SF3881
 - 5. ATTACHMENT 5 Example Modification Template

ARTICLE XIII - AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey Biological Resources Division
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- D. Agricultural Research Service
- E. USDA Forest Service
- F. UNIVERSITY OF GEORGIA
- G. Auburn University
- H. Clemson University
- I. Florida A&M University
- J. North Carolina State University
- K. University of Central Florida
- L. University of Florida
- M. Audubon of Florida
- N. Audubon of North Carolina
- O. Audubon of South Carolina

A. Bureau of Land Management		
Mike Nedd State Director BLM Eastern States Office	Date	
Modestenia Bush Assistance Officer		Date

B. U.S. Geological Survey	 Biological Resources Divisior 	1
Sherri Ly Bredesen Contracting Officer		Date

C. National Park Service	
William Schenk Regional Director Southeast Region	 Date
John Yancy Associate Regional Director Natural Resource Stewardship and Science Southeast Region	Date
Kathleen Batke Contracting Officer Southeast Region	

Debera Campbell ARTICLE XIII - AUTHORIZING SIGNATURES (cont.) D. Agricultural Research Service Debera Campbell Date

Extramural Agreements Specialist

E. USDA Forest Service		
Peter J. Roussopoulos Station Director Southern Research Station	 	Date

F. University of Georgia Research Foundation, I	Inc.
Gordhan L. Patel	Date
Executive Vice President for Research	

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.) G. Auburn University Dr. Michael Moriarty Vice President for Research

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.) H. Clemson University Christian E.G. Przirembel Vice President for Research

I. Florida A&M University	
Phyllic Cray Pay Ph D	 Date
Phyllis Gray-Ray, Ph.D. Vice President for Research	Date
Approved as to form, but legally subject to execution to Office of the General Counsel. Shira R. Thomas	oy all parties.

John Gilligan ARTICLE XIII - AUTHORIZING SIGNATURES (cont.) John Gilligan Date

Vice Chancellor for Research

ARTICLE XIII – AUTHORIZING SIGNATURES (cont.) K. University of Central Florida Andrea Adkins Contract Manager, Office of Rsearch

L. University of Florida Thomas Walsh Director, Division of Sponsored Research

Julie B. Cole, Director IFAS Sponsored Programs

Monique M. Quinn Chief Financial Officer National Audubon Society Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.) N. Audubon of North Carolina Monique M. Quinn Date

Monique M. Quinn
Chief Financial Officer
National Audubon Society

O. Audubon of South Carolina Monique M. Quinn Chief Financial Officer Date

National Audubon Society